

1 BILL NO. S-83-10-04

2 SPECIAL ORDINANCE NO. S-22483

3 AN ORDINANCE approving a Contract  
4 by the City of Fort Wayne by and  
through its Board of Public Works  
5 and Artisans-Stauffer, Inc., for  
Water Contract No. 8310 - North  
Clinton Street (Foxchase Off-Site).

7 NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL  
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. The annexed Water Contract, made a part  
10 hereof, by the City of Fort Wayne by and through its Board of  
11 Public Works and Artisans-Stauffer, Inc., for Water Contract  
12 No. 8310 - North Clinton Street (Foxchase Off-Site), is hereby  
13 ratified, and affirmed and approved in all respects. The work  
14 under said Contract requires:

15 an agreement between Artisans-Stauffer,  
16 Inc., and the City of Fort Wayne for over-  
sizing agreement for the off-site main  
17 from 8" to 12" to serve Foxchase Con-  
dominiums as follows:

18 One the east side of North Clinton  
19 Street from an existing water main  
located 362 feet south of the south  
line of Garden Park Drive; thence  
20 southward 1080± feet;

21 involving Four Thousand Three Hundred Ninety-Six and 30/100  
22 Dollars (\$4,396.30), paid by Utility Fund, the rest paid by  
23 contributor.

24 SECTION 2. Prior Approval was received from Council  
25 with respect to this Contract on October 4, 1983. Two (2)  
26 copies of the Contract attached hereto are on file with the  
27 City Clerk, and are available for public inspection.

28 SECTION 3. That this Ordinance shall be in full force  
29 and effect from and after its passage and any and all necessary  
30 approval by the Mayor.

31 APPROVED AS TO FORM  
32 AND LEGALITY

Vincent Scruggis  
33 Councilmember

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and duly adopted, read the second time by title and referred to the Committee \_\_\_\_\_ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_.M., E.S.T.

DATE: \_\_\_\_\_

CITY CLERK

Read the third time in full and on motion by Serraggio, seconded by Talarico, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 10-25-83

Sandra E Kennedy  
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)  
(APPROPRIATION) ORDINANCE (RESOLUTION) NO. S-22483  
on the 25th day of October, 1983.

ATTEST:

Sandra E. Kennedy

CITY CLERK

(SEAL)

Ray A. E. Clark

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of October, 1983, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy  
CITY CLERK

Approved and signed by me this 27th day of October, 1983, at the hour of 9 o'clock A.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR

93-187-17  
9/28/83CONTRACT NO. 8310BOARD ORDER NO. 148-83WORK ORDER NO. 63648

THIS AGREEMENT, made and entered into this 28<sup>th</sup> day of September, 1983, by and between Artisans-Stauffer, Inc., hereinafter called CONTRIBUTOR, and the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, by and through the Mayor and the BOARD OF PUBLIC WORKS of said City, hereinafter called UTILITY, WITNESSETH:

That the said CONTRIBUTOR and the said UTILITY for the considerations hereinafter named, agree as follows:

1. That the UTILITY and the CONTRIBUTOR shall proceed dependent upon procurement of materials and labor and with reference to other similar work of said parties to construct a water main system, including all necessary fittings, to serve, Foxchase Condominiums as follows:

On the east side of North Clinton Street from an existing water main located 362 feet south of the south line of Garden Park Drive; thence southward 1080± feet.

Said water main system to include: 1080± feet of 12" D.I. water main.

2. That said water main system shall be constructed according to the standards, plans, and specifications of the UTILITY or approved by the UTILITY, which are on file in the office of the Engineering Department of the UTILITY, and by reference made a part hereof; and the said UTILITY shall furnish water thru said system, when completed, in accordance with the rules and regulations of said UTILITY, and the laws, ordinances and regulations applicable thereto, now in force, or that may hereafter be adopted.

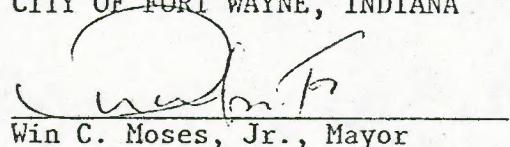
It is, however, understood and agreed that the UTILITY will not furnish water thru any part or parts of the water main system covered hereunder unless and until the entire system shall have been tested, disinfected, and placed in service and accepted by said Utility.

3. It is understood and agreed by and between the parties of this Contract that the CONTRIBUTOR shall furnish all materials, contractual labor, and equipment for the construction of said water main system through Scheidleman Excavating, Inc. at a cost of twenty-four thousand, seven hundred, thirty-nine dollars and forty-nine cents (\$24,739.49), and that said UTILITY shall supply the necessary labor for inspection, pressure-testing, disinfection, and engineering at a cost of seven hundred thirty-six dollars (\$736.00). Therefore, the total cost of said water main system is twenty-five thousand four hundred seventy-five dollars and forty-nine cents (\$25,475.49). It is further understood and agreed by and between the parties of this Contract that the said CONTRIBUTOR shall bear the cost of the water main on the basis of 8" water main, the cost of which is twenty thousand three hundred forty-three dollars and nineteen cents (\$20,343.19) and which amount is the contract price of this AGREEMENT. Therefore, it is agreed that upon completion and acceptance of said water main system by said UTILITY, the UTILITY will pay to said CONTRIBUTOR the difference between the cost of material, contractual labor, and equipment, as supplied by the Contractor, as referred to above and the contract price of this AGREEMENT, said difference being four thousand three hundred ninety-six dollars and thirty cents (\$4,396.30).

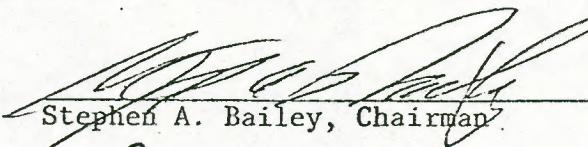
4. It is further understood and agreed by and between the parties of this contract that should any additional party wish to have a service connection tap made into this water main within a period of 15 years from the above date, and become a permanent consumer of water along the east side of and adjacent to North Clinton Street from a point located 362 feet south of the south line of Garden Park Drive, thence southward to the north line of Foxchase Condominiums, or any part or parts thereof, he shall apply to the said UTILITY for a permit to tap the above said water main and shall be required to pay to said UTILITY his share of the installation cost in addition to the regular tapping fee, which share shall be eighteen dollars and eighty-four cents (\$18.84) per front foot. The money so collected shall be paid to Artisans-Stauffer, Inc. The above affected property is located in the NW  $\frac{1}{2}$  of Sec. 18, Township 31 North, Range 13 East (St. Joe Township), Allen County, Indiana.
5. The UTILITY may approve the extension of additional water main from the water main covered in this contract without incurring any financial obligations to the CONTRIBUTOR under this contract, except it is understood and agreed that the UTILITY will not permit any future customers of water on property contiguous to the water main subject to this contract to make a service connection tap into any lateral extension from this main so as to avoid payments of his aforesaid share of the installation cost of this main.
6. It is further understood and agreed that, upon completion of said water main system, the CONTRIBUTOR or his contractor shall file a COMPLETION AFFIDAVIT and a MAINTENANCE BOND with the Board of Public Works of the City. The MAINTENANCE BOND shall run for minimum period of one (1) year from the date of the acceptance of the said system by the CITY and shall be in the minimum amount of six thousand one hundred eighty-five dollars and no cents (\$6,185.00). After receipt of the COMPLETION AFFIDAVIT and MAINTENANCE BOND, the UTILITY will make final inspection of the project. Upon finding the project to be acceptable and in full compliance with the standards and specifications of the UTILITY, the Board of Public Works will issue a letter of acceptance of the project to the CONTRIBUTOR. Upon issuance of the acceptance letter, and in accordance with the terms of that letter, the water main and fittings installed under this contract shall form and be a part of the water works system of said UTILITY, and all rights, title, and interest whatsoever in said water main system shall become and remain in the City of Fort Wayne, Indiana.
7. This AGREEMENT, although executed on behalf of the UTILITY by the Mayor and the BOARD OF PUBLIC WORKS, shall not be binding upon the UTILITY unless and until the same shall have been ratified and approved by Common Council. Failure to approve the same within ninety (90) days after the date hereof, then this Contract shall become null and void.

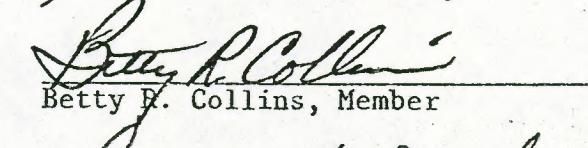
WITNESS THE HANDS AND SEALS OF SAID PARTIES the day and year are first above written.

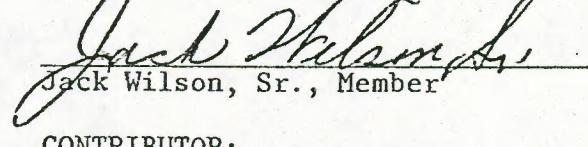
CITY OF FORT WAYNE, INDIANA

  
Win C. Moses, Jr., Mayor

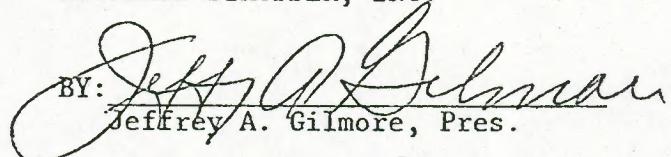
BOARD OF PUBLIC WORKS

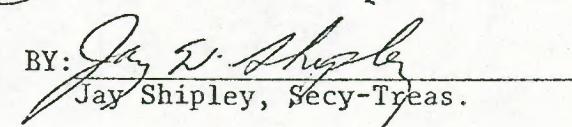
  
Stephen A. Bailey, Chairman

  
Betty R. Collins, Member

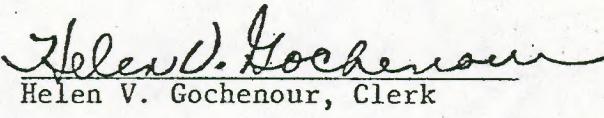
  
Jack Wilson, Sr., Member

CONTRIBUTOR:  
ARTISANS-STAUFFER, INC.

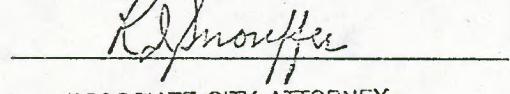
BY:   
Jeffrey A. Gilmore, Pres.

BY:   
Jay Shipley, Secy-Treas.

ATTEST:

  
Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

  
ASSOCIATE CITY ATTORNEY

Prepared by:

Terry L. Atherton, P.E.  
Chief Water Engineer

Approved by the Common Council of the City of Fort Wayne on the \_\_\_\_\_  
day of \_\_\_\_\_, 19 \_\_\_\_\_.  
Special Ordinance No. \_\_\_\_\_.

WECONT  
JOB X  
remove 10/20/83

BILL NO. S-83-10-04

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and Artisans-Stauffer, Inc., for Water Contract No. 8310-North Clinton Street (Foxchase Off-Site)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

VICTURE L. SCRUGGS, CHAIRMAN

*Victure Scruggs*

SAMUEL J. TALARICO, VICE CHAIRMAN

*Samuel J. Talarico*

DONALD J. SCHMIDT

*D. Schmidt*

MARK E. GIAQUINTA

*Mark E. Giacinta*

PAUL M. BURNS

*Paul M. Burns*

*Concurred  
10/7/*

*Sandra F. Kennedy*

6456  
Admn. Appr.

TITLE OF ORDINANCE Water Contract No. 8310 - North Clinton Street  
(Foxchase Off-Site)

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE This contract is for an agreement between Artisans-Stauffer, Inc.,  
and the City of Fort Wayne for oversizing agreement for the off-site main from  
8" to 12" to serve Foxchase Condominiums as follows:

On the east side of North Clinton Street from an existing water main located  
362 feet south of the south line of Garden Park Drive; thence southward 1080+ feet.

PRIOR APPROVAL RECEIVED 10/4/83

(Scheidleman Excavating is the contractor)

EFFECT OF PASSAGE Improved sewer conditions

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$4,396.30 paid by Utility Fund.  
Rest paid by contributer.

ASSIGNED TO COMMITTEE